

Application No. : 09/971,878 Confirmation No. 4404
Applicant : Le et al.
Filed : October 4, 2001
Art Unit : 3624
Examiner : SUBRAMANIAN, Narayanswamy

10 Docket No. : 100111098-1
Customer No. : 22879

DECLARATION OF PEGGY MILOVINA-MEYER
UNDER 37 C.F.R. § 1.132, TRAVERSING REJECTION

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In traverse of rejection(s) in the above-identified application ("the Application"),
I, the Declarant, hereby declare the following facts:

1. I have worked in the field of Import/Export and Tax for 24 years. During that
20 time, I have directed the development of software solutions in the field of Import/Export
and Tax issues. I am presently employed in that field with and by the inventors of the
claimed invention of the Application and Hewlett-Packard Corporation (assignee of the
Application). It is my opinion that I am a person skilled in the art of the Application.
- 25 2. In the following statements I refer to the specification of the Application. In my
opinion, the specification describes the disputed subject matter (indicated below) in such a
way as to reasonably convey to one skilled in the relevant art, such as myself, that the
inventors, at the time the Application was filed, had possession of the claimed invention.
- 30 3. Regarding claims 1, 30 and 34, the disputed subject matter is: "customs invoice
information, which is additional to information on documents typically in transit with
purchased goods", and "the brokering party receives the customs invoice information
separately from documents accompanying the goods."
- 35 I have considered that the Background recites that:
"a large corporation with thousands of buyers and sellers world wide can
have extreme variation in its practices. This potentially leads to
noncompliance or inconsistent compliance with various national laws,
excessive delivery times, additional expenses in customs, shipping and
40 brokering, and unclaimed drawbacks from refundable duties."
and

"[a] noncompliance with national laws is particularly important, as it can lead to both extreme financial penalties and the arrest and incarceration of people ignorantly conducting transactions violating the law." [See, substitute specification, page 3, lines 11-20.]

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I have considered that the Summary of the Invention recites a step wherein: "[t]he server then . . . transmits customs invoice information to a customs broker." [See, substitute specification, page 6, lines 7-9.] And I have considered that the Summary of the Invention further recites that using such features "provides for consistent and predictable transactions that safely meet various legal requirements on a consistent basis." [See, substitute specification, page 6, lines 14-16.]

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In my opinion, the Background therefore makes clear to a person skilled in the art that the documents normally in transit with shipments do not provide brokering parties with adequate information to maintain consistency between the many transactions conducted by a large corporation. In my opinion, the Summary of the Invention makes clear to a person skilled in the art that the transmission of customs invoice information to brokering parties does provide brokering parties with adequate information to maintain consistency between the many transactions conducted by a large corporation. From this, it is my opinion that a person skilled in the art would recognize that the inventors understood their invention to include the concept of the transmission of customs invoice information to a brokering party, separately from the documents accompanying the goods, and including information additional to information on documents typically in transit with purchased goods.

4. Regarding claim 16, the disputed subject matter is: "the customs invoice information includes information generated based on customs requirements of the country for which the brokering party is brokering the goods."

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As noted above with respect to claim 1, in my opinion the Background makes clear to a person skilled in the art that the documents normally in transit with shipments do not provide brokering parties with adequate information to maintain consistency between the many transactions conducted by a large corporation; the Summary of the Invention makes clear to a person skilled in the art that the transmission of customs invoice information to

brokering parties provides brokering parties with adequate information to maintain consistency between the many transactions conducted by a large corporation; and a person skilled in the art would recognize the invention to include the transmission of customs invoice information to a brokering party, including information additional to that found on documents typically in transit with purchased goods.

I have considered that the specification recites that "the import functional engine preferably includes one or more service engines that generate, or assist in the generation of, customs invoices that consistently and accurately describe the products. Preferably these service engines take into account both the best practices and the legal requirements of each country". [See, substitute specification, page 38, lines 7-11.]

From this, it is my opinion that a person skilled in the art would recognize that the inventors understood their invention to include the concept of transmitting customs invoice information including information generated based on customs requirements of the country for which the brokering party is brokering the goods.

5. Regarding claims 17-20, 23 and 24, the disputed subject matter is: the customs invoice information includes a description of goods or a classification of goods consistent with requirements or best practices of the country for which the brokering party is brokering the goods; or a written description that the customs invoice information is generated based upon the country, or pertains to preferred business practices of customs submission in the country, for which the brokering party is brokering the goods.

I have considered that the specification recites that "[o]ne typically important import issue is the handling of imported goods through customs, whether by the client themselves or a third party customs broker. Central to the import process is the proper description and classification of goods. Also, of high importance are the consistent description and classification of goods. These are both important for legal compliance with import laws in most jurisdictions. . . . Also, various formats and preferred business practices should be adhered to, depending on the jurisdiction." And, that "the import functional engine preferably includes one or more service engines that generate, or assist in the generation of, customs invoices that consistently and accurately describe the

products. Preferably these service engines take into account both the best practices and the legal requirements of each country". [See, substitute specification, page 37, line 24, to page 38, line 11.]

5 From this, it is my opinion that a person skilled in the art would recognize that the inventors understood their invention to include the concept that the customs invoice information includes a description of goods and a classification of goods that is consistent with the requirements and best practices of the country for which the brokering party is brokering the goods, and based upon the country, and its preferred business practices.

10 6. Regarding claims 21, 22, 25 and 26, the disputed subject matter is: the customs invoice information being generated to be consistent with prior shipments of the buyer or seller; or the customs invoice information includes information based upon prior transactions by the buyer or seller.

15 I have considered that the specification recites that "[o]ne typically important import issue is the handling of imported goods through customs, whether by the client themselves or a third party customs broker. . . . Also, of high importance are the consistent description and classification of goods. These are both important for legal compliance with import laws in most jurisdictions." And, "the import functional engine preferably includes one or more service engines that generate, or assist in the generation of, customs invoices that consistently and accurately describe the products." [See, substitute specification, page 37, line 24, to page 38, line 11.]

25 In my opinion, a person skilled in the art would recognize that, depending on shipping terms, either a buyer or a seller could be the client (of the international-trade server) that is responsible for passing the goods through customs. In my opinion, this is recognized in the specification, which states that "customs brokers typically act as the buyer's agent (or possibly the seller's agent) with the local customs service." [See, substitute specification, page 22, lines 19-20.]

30 From this, it is my opinion that a person skilled in the art would know that the inventors understood their invention to include the concept that the description and

classification of goods would necessarily have to be consistent with prior shipments of the client, regardless of whether the client was the buyer or the seller. Therefore, in my opinion a person skilled in the art would recognize that the inventors understood their invention to include the concept that the customs invoice information is generated to be
5 consistent with, and therefore includes information based upon, prior shipments of either the buyer or the seller, depending on the shipping terms.

7. Regarding claims 27 and 28, the disputed subject matter is: "the customs invoice information includes information specifying duties to be paid", or "the duty-payment
10 information includes information regarding an assist."

I have considered that the specification recites that "[i]n cases where the buying entity provides parts across country borders to the selling entity for the manufacture of the goods, various options are available to the buyer to properly pay the duties on the
15 re-import of the provided parts. This is called an 'assist.' When the international-trade server actually conducts the transactions, it tracks the parts, and uses the information (under the buyer's preferred 'assist' accounting methods) in generating customs documents for the importation of the goods into the buyer's destination country." [See, substitute specification, page 19, lines 17-23.]

20 From the above-recited information, in my opinion a person skilled in the art would recognize that the information on the reimportation of goods, which is information specifying duties to be paid regarding an assist, is used in generating customs documents, and therefore causes the customs documents to contain information on the duties to be
25 paid based on that assist. Therefore, in my opinion a person skilled in the art would recognize that the inventors understood their invention to include the concept that the customs invoice information includes information specifying duties to be paid regarding an assist.

30 8. Regarding claims 32 and 33, the disputed subject matter is: "customs invoice information, which is additional to information on documents typically in transit with purchased goods, for a second country that is different than the first country, and further comprising transmitting the customs invoice information for the second country to a

brokering party for the second country"; and of "wherein the brokering party for the first country is different from the brokering party for the second country."

5 I have considered that the Background identifies as a problem that "[t]he goods can be subject to export license requirements, import duties, and customs regulations. These issues can arise with each international border crossed by the goods, even goods that are simply in transit through a jurisdiction." "A typical commercial shipment could involve nine different participants, 20 separate documents, 35 customer-vendor interactions and four modes of transport. It could require weeks or months to complete, and can cross
10 several international borders." [See, substitute specification, page 1, lines 16-19, and page 3, lines 1-4.]

I have considered that in describing features of the invention, the Detailed Description recites that "[t]he international-trade server also uses appropriate module to
15 generate customs instructions, including a customs invoice, and transmits these customs instructions 65 to the appropriate brokering party or parties. Typically this brokering party will be a customs broker, as discussed above. However, in some cases, actual parties to the transaction will act as their own customs broker, as may be required by national law. Both situations can occur for a single transaction, as the goods might cross a
20 number of international borders. The brokering party or parties broker the goods 64 when they reach appropriate customs stations." [See, substitute specification, page 16, lines 7-14.]

In my opinion, the Background therefore makes clear to a person skilled in the art
25 that different issues of customs regulations occur at each border crossing, while the Detailed Description makes clear to a person skilled in the art that numerous brokering parties at different borders will each receive customs instructions. From this, and considering the information discussed above with regard to claim 1, in my opinion a person skilled in the art would recognize that the inventors understood their invention to
30 include the concept of the transmission of customs invoice information to a plurality of brokering parties at different borders, separately from the documents accompanying the goods, and including information additional to information on documents typically in transit with purchased goods.

9. In this declaration, all statements made of Declarant's own knowledge are true. All
statements made on information and belief are believed to be true. Declarant
acknowledges that willful false statements and the like are punishable by fine or
imprisonment, or both, under 18 U.S.C. 1001, and may jeopardize the validity of the
5 Application or any patent issuing thereon.

In witness thereof, Declarant has executed this Declaration of Peggy
Milovina-Meyer Under 37 C.F.R. § 1.132, Traversing Rejection.

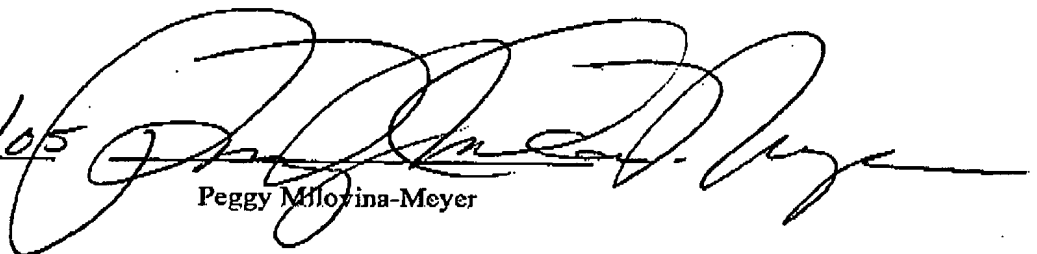
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Declarant

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Date:

2/25/05

A large, stylized handwritten signature in black ink, appearing to read 'Peggy Milovina-Meyer', is written over a horizontal line.

Peggy Milovina-Meyer